

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Todd C. Ringstad (State Bar No. 97345) todd@ringstadlaw.com Christopher A. Minier (State Bar No. 190705) cminier@ringstadlaw.com RINGSTAD & SANDERS LLP 4910 Birch Street, Suite 120 Newport Beach, CA 92660 Telephone: (949) 851-7450 Facsimile: (949) 851-6926  <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for: Karen Sue Naylor, Chapter 7 Trustee	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re:  ELITE AEROSPACE GROUP, INC., a Delaware corporation, jointly administered with Case Nos. 8:21-bk-12417 TA; 8:21-bk-12418 TA; 8:21-bk-12419 TA and 8:21-bk-12420 TA,  <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 8:21-bk-12231 TA CHAPTER: 7  <div style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></div>

<b>Sale Date:</b> 06/28/2022	<b>Time:</b> 11:00 am
<b>Location:</b> Ctrm. 5B, 411 West Fourth Street, Santa Ana, CA 92701 - Hearing to be conducted remotely via ZoomGov	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 06/28/2022

**Description of property to be sold:**

Certain equipment and personal property belonging to the Debtors' Estates and located at 9 Studebaker, Irvine, California 92618, as more particularly described in the attached Term Sheet and Purchase Agreement and its attachment.

**Terms and conditions of sale:**

The same terms as set forth in the attached Term Sheet and Purchase Agreement. The property is being sold "as-is, and where-is, with all faults and without warranty." Overbidders must comply with all monetary and non-monetary terms of the attached Term Sheet and Purchase Agreement, and must comply with terms of Lease for Studebaker location. Trustee's counsel will provide overbidders with a copy of the Lease upon request.

**Proposed sale price:** \$ 65,000.00

**Overbid procedure (if any):** Minimum overbid is \$75,000.00. Subsequent bids must be \$5,000.00 or more.

Overbidders must provide Trustee with a deposit of \$75,000.00 in the form of a cashier's check, in addition to evidence of their financial ability to pay any additional balance of the purchase price, no later than two days prior to the hearing.

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

June 28, 2022 at 11:00 a.m., Courtroom 5B, 411 West Fourth Street, Santa Ana, California 92701. The hearing will be conducted remotely using ZoomGov. Information for attending the hearing remotely using ZoomGov is set forth below.

ZoomGov connection information

Meeting URL: <https://cacb.zoomgov.com/j/1614116026>

Meeting ID: 161 411 6026

Password: 041966

Telephone conference lines: 1 (669) 254 5252 or 1 (646) 828 7666

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Christopher A. Minier, at RINGSTAD & SANDERS LLP, 4910 Birch Street, Suite 120, Newport Beach, California 92660.

Email: [cminier@ringstadlaw.com](mailto:cminier@ringstadlaw.com)

Telephone: (949) 851-7450

Date: 06/23/2022

### **Term Sheet and Purchase Agreement**

This Agreement is made between Used Machine Tool, Inc. (“BUYER”), and Karen Sue Naylor, Chapter 7 Trustee (“Trustee”) of the bankruptcy estates (the “Estate”) of Elite Aerospace Group, Inc. and related entities (collectively, “Elite” or the “Debtors”), in related bankruptcy proceedings jointly administered in the United States Bankruptcy Court, Central District of California, under Case No. 8:21-bk-12231-TA (the “Bankruptcy Case”). BUYER and the Trustee (collectively, the “Parties”) enter into the Agreement, with reference to the following facts and circumstances:

#### **RECITALS**

A. These related bankruptcy cases were converted to Chapter 7 on March 11, 2022 and the Trustee was appointed on March 14, 2022.

B. Soon after her appointment, the Trustee learned that the Debtor was occupying two locations: a facility located at 9 Studebaker, Irvine, CA (the “Studebaker Location”) and leased from Gick Holding Corp. (“Irvine Landlord”) that had been leased for the Debtors by Chubb Insurance after a fire in the Debtors’ previous main location, and where the majority of the Debtors’ equipment which had been in the premises in which the fire occurred was stored, and a second location at 15773 Gateway Circle, Tustin, CA (the “Tustin Location”) leased from ESF Sherman Associates, LLC (“Tustin Landlord”).

C. The Tustin Location has been returned to the Tustin Landlord and all personal property remaining in that location has been removed, a portion of which was foreclosed, and certain books and records, and raw materials, work in process, and finished goods (the “Inventory”) were moved to the Studebaker facility.

D. The Trustee has reached an agreement to sell the Inventory to a party other than BUYER, therefore the Inventory is not included in this Term Sheet. See Inventory as more fully described in the Motion of Chapter 7 Trustee for Authorization to Sell Personal Property filed in the Bankruptcy Case on June 4, 2022 as Doc. 354 and Exhibits A and B thereto.

E. BUYER has agreed to purchase, and the Trustee has agreed to sell the personal property described herein, all of which is located at the Studebaker Location on the terms set forth herein.

NOW, THEREFORE, the Parties hereto do hereby agree:

1. BUYER agrees to purchase, and the Trustee agrees to sell all personal property defined herein as the “FFE.”<sup>1</sup> The FFE consists of all personal property belonging to the Estate and located at the Irvine Location, except (i) the Inventory; (ii) books and records, and (iii) any personal property owned by third parties<sup>2</sup> for the price of \$65,000.00, subject to the terms and conditions set forth herein. BUYER will pay to the Trustee the Purchase Price (\$65,000.00) on or before June 27, 2022. The Purchase Price will be refundable only in the event of (i) failure of the Bankruptcy Court to approve the proposed sale; or (ii) approval of and timely closing of a sale to a successful overbidder.

2. The obligations of the Parties hereto are subject to approval by the Bankruptcy Court of a motion seeking approval of the sale on the terms set forth herein (the “Sale Motion”) and entry of an order approving the sale (the “Sale Order”), except that the Parties agree that the provisions of paragraphs 10 through 18, inclusive, shall be immediately binding and effective between the Parties in connection with all access to the premises by BUYER, its principals, employees, and agents and any person allowed access to the premises by BUYER and their principals, employees, and agents. The Trustee agrees to use best efforts to arrange a hearing on Court approval of the Sale Motion on June 28, 2022, or no later than July 8, 2022.

3. BUYER’s Purchase Price will be held until confirmation of the sale and shall be refundable only in the event that (i) the sale is not approved by the Bankruptcy Court for reasons other than the withdrawal of BUYER from the sale; or (ii) BUYER is outbid by a competing bidder and the sale to the bidder timely closes. The prevailing bidder, whose bid is accepted by the Trustee at the Sale Hearing and confirmed by the

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<sup>1</sup> The FFE includes, but is not limited to, equipment and machinery, miscellaneous inspection equipment, manufacturing support equipment, furniture, filing cabinets, artwork, two (2) containers, and a 2011 Ford truck. The Trustee is informed and believes that a list of the primary equipment items of the FFE located at the Debtor’s Studebaker Location (the “FFE List”) and being sold to BUYER is attached hereto as Exhibit “A”. This list was prepared by an agent or representative of the Debtors’ insurer, Chubb Group of Insurance Companies (“Chubb”) in or about June 21, 2021 and does not reflect the current condition of the equipment that has been operable since April, 2021. BUYER acknowledges that it, or its agent, has visited the Debtor’s Studebaker Location with a copy of the FFE List, to inspect the FFE and verify its presence to a degree that is sufficient to satisfy the BUYER to proceed with the purchase of the items present on the terms and conditions set forth herein. The Trustee makes no representations or warranties regarding the accuracy of the FFE List or the fact that all items shown thereon are at the Studebaker Location.

<sup>2</sup> Trustee has disclosed to BUYER that, as set forth in the Addendum to Lease, section 51 of the Lease, there is a forklift, a man cage, patio furniture and umbrellas, refrigerator, water hoses, and mounted horns on the premises of the Irvine Location owned by the Irvine Landlord and therefore not included in the FFE. BUYER acknowledges that there may be other personal property on the premises owned by third Parties, including but not limited to personal effects of former employees, which are not included in the FFE.

Court, whether BUYER or a competing bidder, is referred to herein as the "Successful Bidder." The Trustee will request that all potential overbidders provide a Minimum Deposit of \$75,000.00 to the Trustee at least two (2) business days prior to the hearing on the Sale Motion, with all such deposits non-refundable on similar terms. In the event of default by the Successful Bidder, the Successful Bidder's deposit shall become non-refundable the Trustee shall retain the Deposit as an asset of the Estate, and as liquidated damages being a reasonable estimate of the fair market value of the damages caused to Seller as a result of the Purchaser's failure to close.

4. TRUSTEE AND BUYER ACKNOWLEDGE THAT SUBSTANTIAL DAMAGES WILL BE SUFFERED BY TRUSTEE AND THE ESTATE IN THE EVENT THAT THE CLOSING SHOULD FAIL TO OCCUR DUE TO A DEFAULT BY THE SUCCESSFUL BIDDER UNDER THIS AGREEMENT. WITH THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MARKET FOR BUSINESSES OF ALL TYPES, THE ONGOING COVID-19 PANDEMIC, AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF BUSINESS ASSETS AND THE RISK AND DEMANDS CREATED BY THE EXPIRATION OF THE STUDEBAKER LEASE ON JULY 31, 2022, THE PARTIES REALIZE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE, IF NOT IMPOSSIBLE, AS OF THE SIGNING OF THIS AGREEMENT, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE EXTENT OF DAMAGES TO TRUSTEE AND THE ESTATE IN THE EVENT THE CLOSING FAILS TO OCCUR DUE TO THE SUCCESSFUL BIDDER'S DEFAULT. THE PARTIES HEREBY AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS AT LEAST THE AMOUNT OF THE DEPOSIT. ACCORDINGLY, IF THE CLOSING FAILS TO OCCUR DUE TO ANY DEFAULT BY THE SUCCESSFUL BIDDER, THE TRUSTEE SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS THE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT. NOTHING CONTAINED IN THIS SECTION SHALL LIMIT IN ANY MANNER THE TRUSTEE'S RIGHT TO RECOVERY OF ANY AMOUNT AVAILABLE UNDER APPLICABLE LAW UNDER ANY INDEMNIFICATION PROVISION IN THIS AGREEMENT OR FOR BREACH OF ANY PROVISION OF THIS AGREEMENT WHICH SURVIVES THE TERMINATION OF THIS AGREEMENT OR FOR RECOVERY OF ATTORNEYS' FEES OR OTHER COSTS UNDER THIS AGREEMENT.

  
BUYER's Initials

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Trustee's Initials



Court, whether BUYER or a competing bidder, is referred to herein as the "Successful Bidder." The Trustee will request that all potential overbidders provide a Minimum Deposit of \$75,000.00 to the Trustee at least two (2) business days prior to the hearing on the Sale Motion, with all such deposits non-refundable on similar terms. In the event of default by the Successful Bidder, the Successful Bidder's deposit shall become non-refundable the Trustee shall retain the Deposit as an asset of the Estate, and as liquidated damages being a reasonable estimate of the fair market value of the damages caused to Seller as a result of the Purchaser's failure to close.

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BUYER's Initials

KSN  
Trustee's Initials



5. The purchase by BUYER is subject to overbids from third parties. The Trustee will provide notice to all inquiring parties that overbids must be made at least two business days prior to the hearing on the Sale Motion (the "Sale Hearing"), that the Minimum Initial Overbid is \$75,000.00, which is \$10,000 more than the BUYER'S proposed Purchase Price, and on terms that are similar to the other terms set forth herein for BUYER'S purchase of the FFE. Subsequent bids shall be in increments of no less than \$5,000. Any overbidder must provide a deposit of no less than \$75,000.00 to the Trustee at least two days before the Sale Hearing in addition to evidence of their financial ability to pay the balance of the sales price and their ability to comply with paragraphs 10 through 18 set forth herein. In the event of overbids from one or more third parties, BUYER shall also be permitted to submit overbids. The Trustee reserves the right, in her exercise of reasonable business discretion, to determine the most favorable bid considering all factors, and shall recommend confirmation of the most favorable bid by the Court. All overbids must be on the same terms and conditions as set forth herein, or such other terms and conditions as the Trustee in her sole discretion may determine are no less favorable to the Estate. The balance of any purchase price must be received by the Trustee within two business days of the entry of the Bankruptcy Court Order approving this Agreement and the sale of the FFE to a Successful Bidder.

6. All of the FFE will be sold to BUYER or the Successful Bidder as-is, where-is, with all faults and without warranty. In connection therewith, BUYER acknowledges that the FFE was previously located in a building that suffered a devastating fire in April 2021, and that much if not all of the FFE was damaged if not destroyed by fire, smoke, heat, water, chemicals and other effects of the fire, and that the equipment was moved to the Irvine Location and has sat unused since the fire, likely causing further deterioration. BUYER agrees to purchase and remove all of the FFE, regardless of its condition.

7. In the event of a successful overbid by a third party that subsequently closes, the Purchase Price paid by BUYER along with the deposits received by other unsuccessful bidders will be refunded by the Trustee within five business days of the close of the sale to the Successful Bidder.

8. In the event of a successful overbid by a third party, if BUYER submitted the second highest bid it hereby agrees to leave its Purchase Price on deposit with the Trustee and be confirmed as a back-up bidder, and, in the event that the Successful Bidder fails to timely perform by payment in full of the purchase price within three business days following entry of the Sale Order, the Trustee shall cancel the sale to the Successful Bidder as a result of its default and shall sell the FFE to BUYER for the amount of its last and final bid without further application to the court or order.

9. The obligation of BUYER to purchase the FFE is subject to (i) entry of an Order of the Bankruptcy Court approving a sale of the FFE to BUYER; (ii) a finding by the Bankruptcy Court that BUYER is a good faith purchaser entitled to the protections of Section 363(m); and (iii) no order staying the sale having been entered by any Court prior to the closing. The closing shall occur within three business days following entry of the order of the Bankruptcy Court approving the sale, unless an order has been entered staying the sale.

10. All payments to the Trustee shall be made by cashier's check unless otherwise agreed in advance by the Trustee.

11. As further consideration for purchase, BUYER shall be responsible for removing all FFE from the Irvine Location on or before July 31, 2022. The Irvine Landlord has conditionally offered to extend the lease for 30 days to August 31, 2022, on certain terms. BUYER will be responsible for negotiating and agreeing to such terms with the Irvine Landlord. The Trustee has provided BUYER with a copy of the Standard Industrial/Commercial Single-Tenant Lease – Gross (the "Lease") between the Irvine Landlord and Elite for the Irvine Location and BUYER acknowledges familiarity with its contents, requirements, and obligations. BUYER acknowledges that the term of the Lease expires on July 31, 2022, and that failure to tender the premises back to the Irvine Landlord on that date will subject the Estate to liability for holdover rent as described in section 26 of the Lease and possible damages as described in the Lease. BUYER agrees that it will be responsible for and shall pay directly to the Irvine Landlord all holdover rent and other charges incurred by reason of the failure of BUYER to remove all FFE by July 31, 2022, and failure to leave the property and all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good working operating order, condition and state of repair, as required by section 7.4(c) of the Lease, except that BUYER shall not be responsible for any condition of less than good working operating order, condition and state of repair that existed prior to any access to the premises by BUYER, or that was caused by persons or events other than those occurring and caused by BUYER, its principals, agents, employees and persons invited on or admitted to the Premises by BUYER, such as parties accessing the premises for the purpose of BUYER's efforts to clean, repair, sell, and remove the FFE.

12. Prior to obtaining access to the premises, BUYER shall obtain and provide the Trustee and the Irvine Landlord with a certificate of insurance in an amount deemed adequate by the Trustee and the Irvine Landlord, that names the Trustee and the Irvine Landlord as additional insureds and that covers the Trustee, the Estate, and the Irvine Landlord for any and all damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees including any claims for damage or harm to any person



or property, arising out of or involving use or occupation of the Irvine Location by BUYER, its principals, employees, and agents and any person allowed access to the premises by BUYER or its principals, employees, and agents.

13. The Trustee agrees to allow BUYER access to the Premises on terms arranged between BUYER and the Trustee for purposes of inventorying, collecting, and cleaning the FFE. Following Court approval of the Sale Motion (and prior to such approval in the sole discretion of the Trustee), the Trustee may provide to BUYER access to the premises on terms arranged between BUYER and the Trustee to allow BUYER to complete its obligations under this Term Sheet and remove all FFE. BUYER shall not at any time allow access to the Premises to any person without a supervising and responsible BUYER employee present. Upon vacating the premises, the supervising and responsible BUYER employee shall insure that the premises are fully locked and secure.

14. At all times while on the premises, BUYER shall honor all terms and obligations of the Lease including but not limited to those relating to use of Hazardous Substances (as defined in the Lease) on the premises. In the event of unsupervised access, BUYER shall fully lock and secure the facility upon leaving the premises. On any given day, BUYER shall not enter the premises prior to 7:00 a.m. and shall not remain on the premises after 7:00 p.m. unless otherwise agreed in advance by the Trustee.

15. BUYER shall indemnify, defend and hold Trustee, the Estate, the Irvine Landlord, and their attorneys, agents, employees, if any, harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving (i) use or occupation of the Irvine Location by BUYER, its principals, employees, and agents and any person allowed access to the premises by BUYER or its principals, employees, and agents (ii) any Hazardous Substance (as defined in the Lease) brought onto the Premises by or for BUYER, its principals, employees, and agents and any person allowed access to the premises by BUYER and its principals, employees, and agents, (iii) failure of BUYER to comply with the terms of the Lease or remove all FFE from the Irvine Location on or before July 31, 2022; and (iv) failure of BUYER to comply with any provision of this Term Sheet, the Sale Order, or any other agreement between the Parties hereto.

16. BUYER acknowledges that the Trustee is presently seeking Court approval of a sale of the Inventory to Snowline Aerospace, Inc., or an overbidder, and that upon Court approval of that sale, the Trustee will be providing access to the Irvine Location to the successful bidder for the inventory (the "Inventory Purchaser") for purposes of removing the Inventory. BUYER further acknowledges that the Trustee, her agents, attorneys and any other persons to whom she grants permission (the "Trustee and Trustee Guests"), including for purposes of removal or destruction of books and records, will be

accessing the Irvine Location from time to time. BUYER agrees that it shall not interfere with and shall cooperate with all efforts of the Inventory Purchaser to remove the Inventory, and all use of the premises by the Trustee and Trustee Guests.

17. As further consideration for its purchase of the FFE, BUYER shall furnish at the Irvine Location, at BUYER'S expense, a dumpster and mobile shredding company that the Trustee can use to dispose of certain of the Debtor's books, records and personal property that is of inconsequential value to the Estate, and for which the Trustee is seeking the authority of the Court to abandon. The BUYER shall have no obligation to furnish the dumpster and document shredding service until such time as the Court has entered an Order confirming the BUYER as the Successful Bidder. The Buyer shall furnish some amount of personal assistance to the Trustee in the disposal and shredding of the personal property and documents being abandoned.

18. The Parties further agree that the consideration recited in this Agreement is the sole and only consideration for this Agreement, and that no representations, promises, or inducements have been made by any of the Parties or their officers, employees, agents or attorneys thereof other than those appearing in this Agreement.

19. Each of the Parties has cooperated in the drafting and preparation of this Agreement. This Agreement is to be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. The terms of this Agreement are enforceable pursuant to California law.

20. Should any dispute arise regarding this Agreement, the United States Bankruptcy Court for the Central District of California, Santa Ana Division, or any successor court shall have exclusive jurisdiction to determine the same and the venue of any such proceeding shall be Orange County, California.

21. Should any provision or part of a provision of this Agreement be held invalid, the invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

22. Each of the Parties hereto agrees to execute and deliver, or cause to be executed and delivered, all such instruments, and to take all such actions as the other Party may reasonably request which are reasonably necessary to effectuate the intent and purposes of this Agreement, all at the sole expense of the requesting Party.

23. The Trustee is signing this Agreement in her capacity solely as the Chapter 7 Trustee of the bankruptcy estate of Elite Aerospace Group, Inc. and related entities. Nothing contained herein shall in any way impute liability to the Trustee,

personally or as a member of any professional organization or anyone acting on her behalf, including but not limited to Ringstad & Sanders, LLP.

24. This Agreement was jointly prepared through negotiations of the Parties, and the provisions of the Agreement are not to be strictly or liberally construed for or against any of the Parties.

25. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of an original manually executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by facsimile or email shall deliver an original manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

THE PARTIES HERETO DO HEREBY AGREE TO ALL OF THE FOREGOING TERMS:

Executed on June 11, 2022 by:

USED MACHINE TOOL, INC.



Name: Neil McKean

Its: President

Executed on June \_\_, 2022 by:

ESTATE OF ELITE AEROSPACE GROUP AND RELATED CO-DEBTORS.

Karen Sue Naylor,  
Chapter 7 Trustee



personally or as a member of any professional organization or anyone acting on her behalf, including but not limited to Ringstad & Sanders, LLP.

24. This Agreement was jointly prepared through negotiations of the Parties, and the provisions of the Agreement are not to be strictly or liberally construed for or as against any of the Parties.

25. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of an original manually executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by facsimile or email shall deliver an original manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

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FOREGOING TERMS:

Executed on June \_\_, 2022 by:

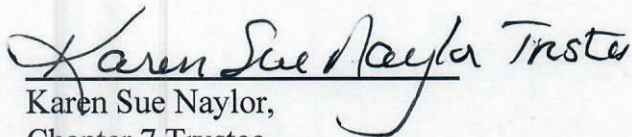
USED MACHINE TOOL, INC.

\_\_\_\_\_  
Name: Neil McKean

Its: President

Executed on June 22, 2022 by:

ESTATE OF ELITE AEROSPACE GROUP AND RELATED CO-DEBTORS.

  
\_\_\_\_\_  
Karen Sue Naylor,  
Chapter 7 Trustee



ELITE AEROSPACE GROUP, IRVINE, CA, EQUIPMENT INVENTORY

Item	Year	Make	Model	Description	S/N	Comments	Restore/Repair Y/N
<u>Elite Aerospace Group, Inc. - Irvine, CA</u>							
<u>Production Area</u>							
1	2013	Tsugami	B0206-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#1)	2012	Heat Damaged, Bar Feeder restorable	N
2	2013	Tsugami	B0206-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#2)	2058	Heat Damaged, Bar Feeder restorable	N
3	2015	Tsugami	B0206-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#3)	22136B	Heat Damaged, Bar Feeder restorable	N
4	2015	Tsugami	B0206-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#4)	22140B	Bar Feeder restorable, Replace Chip Conveyor and Demister	Y
5	2014	Tsugami	S206	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#8)	3153	Demister Repair	Y
6	2015	Tsugami	B0326-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#9)	22226B	Demister Repair	Y
7	2013	Tsugami	B0326-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#10)	2089	Demister Repair	Y
8	2015	Tsugami	B0205-III	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc Oi TD Control, Tri-Mist 850 Fume Extractor, MP Systems, Associated Equipment, (#11)	21313B	Demister Repair	Y



9	2018	Tsugami	B0205-III	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc Oi TF Control, Tri-Mist 850 Fume Extractor, MP Systems, Associated Equipment, (#12)	23949B	Demister Repair	Y
10	2018	Tsugami	B0205-III	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc Oi TF Control, Tri-Mist 850 G2 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#13)	23948B	Demister Repair	Y
11	2017	Tsugami	B0206-III	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#6)	21186B	Heat Damaged, next to Item #4	N
12	2016	Tsugami	B0326-II	CNC Swiss Automatic Lathe (Turn Lathe), w/ Fanuc 32i Model B Control, Tri-Mist 850 Fume Extractor, MP Systems, LNS Chip Conveyor, Associated Equipment, (#7)	23129B	Heat Damaged, next to Item #11	N
13	2015	Deckel Maho (DMG Mori)	DMU 50 Champion (2017)	CNC 5-Axis Vertical Universal Machining Center, w/ Siemens Control, ATC, Associated Equipment (Mill)	1.1416E+10	No apparent heat damages	Y
14	2016	Mitutoyo	PHA14	14" Optical Comparator, KA Counter Scales	116411504	Heat Damaged	N
15	2002	Daewoo	Puma 230B	CNC Slant Bed Turning Center, (3 Axis Lathe), w/ Fanuc 21iT Control, 10" 3-Jaw Chuck, 12-Position Turret, Tailstock	PM2323275	Some Heat Damage	N
16	1998	Daewoo	Puma 200C	CNC Slant Bed Turning Center, (3 Axis Lathe), w/ Mitsubishi Control, Turret	PM200529	Some Heat Damage	N
17	2015	DMG Mori	NLX 2500SY/700	CNC Mill Turning Center, w/ Ergo-Line Control, Opposed Sub Spindle, Built In Motor Turret, 12" 3-Jaw Chucks, Cool Jet, LNS Chip Conveyor, Associated Equipment	NL256150319	Plastic Cover on Door Damage	Y
17A		Eaton		Transformer for Item #17, 75 kVA, 480 Volt		No apparent heat damages	Y
18	2015	ATS	ML-580	Bar Feeder	20150302	Cover Controls, Plastic Lid Repair	Y
19	2014	Sodick	LN2W, Type VZ500L (VW500T)	CNC Wire Electrical Discharge Machine (EDM), w/ Control, Wire Feed, Associated Equipment	T0249	No apparent heat damages	Y





20	2003	Sodick	AM3L	CNC Die Sink Electrical Discharge Machine (EDM), w/ LN1 Control, Linear Servo, Associated Equipment, (Sinker)	0233	No apparent heat damages	Y
21	2015	Deckel Maho (DMG Mori)	DMU 70 2015	CNC 5-Axis Vertical Machining Center, w/ ErgoLine Control iO, ATC, Associated Equipment (Mill)	1.5436E+10	On top - mist collector and hose, accordion curtain above the machining chamber	Y
22	2014	DMG Mori	DuraVertical 5100	CNC 3-Axis Vertical Machining Center, w/ FOiMD Control, LNS Chip Conveyor, Associated Equipment	DV005140913	No apparent heat damages	Y
23	2014	Mori Seiki	DDRT-200	Rotary Indexer (Inside #22)	RT2001G1157F	No apparent heat damages	Y
24	2013	DMG Mori	DuraVertical 5100	CNC 3-Axis Vertical Machining Center, w/ FOiMD Control, LNS MS500 Chip Conveyor, Associated Equipment, (#15)	DV005131033	No apparent heat damages	Y
25	2006	Nikken	CNC200	4th Axis Rotary Table (Inside #24)	9030	No apparent heat damages	y
26	2011	DMG Mori	DuraVertical 5100	CNC 3-Axis Vertical Machining Center, w/ FOiMD Control, LNS Chip Conveyor, Associated Equipment, (#12)	DV005111225	No apparent heat damages	y
27	2011	Nikken	SAX-200II	2-Axis Tilt Rotary (Trunnion) (Inside #26)	2112	No apparent heat damages	y
28	2008	DMG Mori	DuraVertical 5100	CNC 3-Axis Vertical Machining Center, w/ MSX-504III Control, Turbo Chip Conveyor, Associated Equipment, (#11)	DV005HB1329	No apparent heat damages	y
29	2014	DMG Mori	NVX 5080 II/40	CNC 3-Axis Vertical Machining Center, w/ M750BM Control, LNS Chip Conveyor, Associated Equipment	NV502141047	No apparent heat damages	y
30	2015	Doosan	DNM 500HS	CNC 3-Axis Vertical Machining Center, w/ Fanuc 32i Series Model B Control	MV0041-000109	No apparent heat damages	y
30A		Eaton		Transformer for Item #30, 75 kVA, 480 Volt		No apparent heat damages	Y
31	2019	Nikken	N/A	2 Axis Tilt Rotary Fixture (Inside #30)	2283	No apparent heat damages	y
32	2016	Doosan	DNM 5700	CNC 3-Axis Vertical Machining Center, w/ Doosan Fanuc i Series Control	MV0091-000352	No apparent heat damages	y
32A		Eaton		Transformer for Item #32, 75 kVA, 480 Volt		No apparent heat damages	Y
33	2001	Fadal	VMC 4020HT 906-1S	CNC 3-Axis Vertical Machining Center, (#7)	1.2001E+10	No apparent heat damages	y
34	2000	Fadal	VH-65	4th Axis Rotary Fixture (Inside #33)	N/A	No apparent heat damages	y
35	1998	Fadal	VMC 4020 906-1	CNC 3-Axis Vertical Machining Center (#5)	9801183	No apparent heat damages	y



37	N/A	LeBlond	Regal	Engine Lathe (Manual), w/ 12" 3-Jaw Chuck	11C-827	No apparent heat damages	y
38	N/A	Hardinge	HC	Chucker Lathe	HC-8606T	No apparent heat damages	y
39	1992	Bridgeport	Series 1	Vertical Milling Machine, w/ EZ-Trak 3-Axis DRO	BR259767	No apparent heat damages	y
40	N/A	Boyar - Schultz	612	Surface Grinder	N/A	No apparent heat damages	y
41	N/A	Dake Johnson	JH-10	Horizontal Bandsaw	N/A	No apparent heat damages	y
42	2015	Palmgren	80174	Pedestal 17" Drill Press	P0316	No apparent heat damages	y
43	N/A	Burr King	482	Pedestal Base Endless Belt Sander	N/A	No apparent heat damages	y
44	1976	Grob	4V-24	24" Throat Vertical Bandsaw, w/ Blade Welder Grinder	1173	No apparent heat damages	y
45	1998	Brown & Sharpe	Gage 2000	Table Top CMM, Renishaw MIP	0498-1747	N/A	
46	2006	Brown & Sharpe	Global 09.15.08	CMM, w/ Status Plate, Probe, Associated Equipment	0106-6203	N/A	
49	N/A	QA Inspection Items	N/A	Miscellaneous Irvine Inspection Equipment Including But Not Limited To: (2) Vision Mantis Camera Inspection Scopes, 3x5' 3x6' Granite Surface Plates, Mitutoyo Toolmakers Microscope, Height Gauges, Hometric XT3, Pin Gages, Gage Blocks, V-Blocks, Assorted Calipers & Micrometers, Etc.	N/A	N/A	
50	2016	Zoller	Smile 400 / Pilot	Tool Presetter	SMU442C2-0006	N/A	
51	2015	Compair	L11	Horizontal Tank Air Compressor, w/ Dryer	D136422	Heat Damaged, next item #1	N
52	2015	Compair	L11	Horizontal Tank Air Compressor, w/ Dryer	D136423	No Heat Damage	Y
53	N/A	Hydrovane	HV04	Horizontal Tank Air Compressor, w/ Great Lakes Dryer	V04-002196-1301	No Heat Damage	Y
54	2014	Eriez	Hydroflow	50 Gal Sump Cleaner	N/A		
55	2005	Hyster	S50XL-2	LPG Forklift	C187V123615	N/A	





56	2015	Minimag	26D	Floor Scrubber	84674	N/A	
57	N/A	Rosler	R220EC / R150 AB P-3	Vibrating Tumbler, (Outside)	67004 / 69266	N/A	
59	2017	Pro Ultrasonics	PRO 2013DT3	Parts Cleaning Tank, (Outside)	Unknown	N/A	
61	N/A	(11) Edge Tech.	(7) Minuteman 320SE, (2) Scout 320, & (3) Patriot 338	Bar Feeders	N/A	With Tsugami CNC Machines, (3) Replace, (8) Restore	Y
62	N/A	Plant Support	N/A	Miscellaneous Irvine Plant Support Equipment Including But Not Limited To: Folding Ladder, Flammable Cabinets, Boring Bars, Cat-40 Toolholders, Pallet Jacks, Uline H1651 Digital Scale, Racking, Carts, Fans, Pallet Racking, Mortar Mixer, (7) Vidmar Style Tool Cabinets, Tool Carts, Vidmar Style Bench, Butcher Block Bench, (2) 20' Conex Boxes, Etc.	N/A	N/A	
							N/A=not affected

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
4910 Birch Street, Suite 120, Newport Beach, CA 92660

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE**

**PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On June 23, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Bernard D Bollinger** bbollinger@buchalter.com, IFS\_filing@buchalter.com;martin@buchalter.com
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---

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on June 23, 2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**THE REQUIREMENT OF LBR 5005-2(d) TO PROVIDE JUDGES COPIES TO JUDGE ALBERT IS SUSPENDED AT THIS TIME**

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 23, 2022  
Date

Becky Metzner  
Printed Name

/s/ Becky Metzner  
Signature

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**8:21-bk-12231 TA**

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**SERVICE VIA FEDERAL EXPRESS**

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Attn: Calvin Reynolds  
4261 Business Drive  
Cameron Park, CA 95682

**SERVICE VIA OVERNIGHT MAIL**

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Tax Services – Commonwealth of Pennsylvania  
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Merritt Island, FL 32953

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Long Beach, Ca 90804

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